| AWARD/CONTRACT  | 1. THI   | S CONT<br>DER DP                        | RACT   | IS A   | RATED O  | RDER  | RATING   |                                       | PAGE                                     | OF                                 | PAGES          |
|---|--|---|--|--|--|---|--|---------------------------------------|--|------------------------------------|----------------|
| 2. CONTRACT (Proc. Inst. Indent.) NO.   | 3. EFFEC   | TIVE DAT                                | E (13  | OFF  |  | QUISITION/PUR   | CHASE REQUE  | ST/PROJ                               | ECT NO                                   |                                    |                |
| 5. ISSUED BY CODE   |  |   |  | A Chair  | ı  |   |  |                                       | 201110,                                  |                                    |                |
| _   |  |   |  | AUWIII   | 110 1 EKEO 81  | (If other than It   | em 5) Ci   | ODE                                   |  |                                    |                |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street,   | County State or  | nd 710 Ca                               |  |  |  |   |  |                                       |  |                                    |                |
|   | orang, otale ar  | 10 ZIF 600                              | <i>u)</i>  |  |  |   | ERY<br>OB ORIGIN<br>PUNT FOR PROM  |                                       | THER (See                                | ∍ below)                           | )              |
|   |  |   |  |  |  | 10. SUBI  | MIT INVOICES   |                                       | ITEM                                     |                                    |                |
| CODE  | FACILITY COD   |   |  |  |  | specified   | unless otherwise<br>TO THE   |                                       |  |                                    |                |
| 11. SHIP TO/MARK FOR COL  |  |   | 12. 1  | PAYM   | NT WILL BE   | MADE BY   | S SHOWN IN   | 0005                                  |  |                                    |                |
|   |  |   |  |  |  |   |  | CODE                                  |  |                                    |                |
| <del></del>   |  |   |  |  |  |   |  |                                       |  |                                    |                |
| 3. AUTHORITY FOR USING OTHER THAN FULL AND OP   | EN COMPETIT  | ION:                                    | 14.7   | ACCO   | INTING AND   | APPROPRIATIO  | ON DATA  |                                       |  |                                    |                |
| 10 U.S.C. 2304(c)( ) 41 U.S.C   | . 253(c)( )  |   | -  |  |  |   |  |                                       |  |                                    |                |
| 5A. ITEM NO. 15B. SUPPLIES/S  |  |   |  | -  | <del></del>  |   |  |                                       |  |                                    |                |
|   | LIVICES  |   | _ 1  | 5C. (  | VANTITY  | 15D.UN  | T 15E. UNIT  | PRICE                                 | 15F. AI                                  | MOUN                               | iT .           |
|   |  | TABLE                                   | OF CC  | 15   | G. TOTAL   | AMOUNT C  | OF CONTRAC   | ĒΤ_ <b>)</b> [                        | \$                                       |                                    |                |
| X) SEC. DESCRIPTION   |  | PAGE(S                                  |  |  |  |   | SCRIPTION  |                                       |  |                                    |                |
| PART ! - THE SCHEDULE  A SOLICITATION/CONTRACT FORM   |  |   |  |  | ·  |   | NTRACT CLAUS   | SES.                                  |  | PAG                                | E(S)           |
| B SUPPLIES OR SERVICES AND PRICES/COST  |  | <u> </u>                                |  |  |  | T CLAUSES   |  |                                       |  | т—                                 | <u> </u>       |
| C DESCRIPTION/SPECS./WORK STATEMENT   |  | ⊢                                       | <b>├</b> -   | T  | RT III - LIST  | OF DOCUMEN  | TS, EXHIBITS AN  | ND OTHE                               | R ATTACH                                 | <del></del> _                      |                |
| D PACKAGING AND MARKING   |  | <del> </del> -                          | ┼—   |  |  | TACHMENTS   |  |                                       |  | $\Box^{-}$                         |                |
| F DELIVERIES OF REPERPMANOS   |  |   | f  | <u> </u>   |  |   | ATIONS AND IN  |                                       |  | —_                                 |                |
| F DELIVERIES OR PERFORMANCE G CONTRACT ADMINISTRATION DATA  |  |   | 1  | K  | STATEMEN   | ITS OF OFFER  | TIFICATIONS AN   | ND OTHE                               | R  |                                    |                |
| H SPECIAL CONTRACT REQUIREMENTS   |  |   | <b> </b>   | L<br>II  | INSTRS., Co  | ONDS., AND NO   | TICES TO OFFE  | ERORS                                 |  | <del> </del>                       |                |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17   | (SEALED-BID (  | OR NECO:                                | T/ATEO   | M  | EVALUATIO  | N FACTORS F   | OR AWARD   |                                       |  |                                    | <del>-</del> - |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17  CONTRACTOR'S NEGOTIATED AGREEMENT (C   | Contractor is req  | uired to                                | 18.  | SE   | <i>UREMENT) C</i><br>ALED-BID AV   | DR 18 (SEALED   | BID PROCUREN   | <u>đENT) AS</u>                       | <u>APPLICAE</u>                          | 3LE                                | <del>_</del>   |
| n this document and return copies to issuit ees to furnish and deliver all items or perform all the services ntified above and on any continuation sheets for the consider at and obligations of the parties to this contract shall be subjected following documents: (a) this award/contract, (b) the solicitativisions, representations, certifications, and specifications, as apporated by reference herein. (Attachments are listed herein to NAME AND TITLE OF SIGNER (Type or Print) | ng office.) Cont<br>is set forth or oth<br>ration stated her<br>ect to and gover<br>ion, if any, and i | ractor<br>erwise<br>rein. The<br>med by | includi<br>full abo<br>This av<br>Govern<br>docum<br>contrac | ing the ove, is ward on the over the ov | Solicitation Nu<br>additions or o<br>hereby accep<br>onsummates to<br>solicitation a<br>necessary. (B) | imber<br>thanges made by<br>ted as to the ten<br>the contract which | or is not required y you which addit ms listed above a ch consists of the I (b) this award/co e checked only w | ions or ch<br>ind on any<br>following | anges are s<br>continuation<br>documents | set forth<br>on shee<br>:: (a) the | ets,           |
| NAME OF CONTRACTOR  |  |   |  |  |  |   |  |                                       |  |                                    |                |
|   | 19C. DATE SIG  | J                                       |  | NTED   | STATES OF A  | AMERICA   | <u> </u>   | 20C.                                  | DATE SIGN                                | VED.                               | _              |
| (Signature of person authorized to sign)  | <u> </u>   | J                                       | BY _   |  | (Signature d   | of Contracting O.   | fficer)  | -                                     |  |                                    |                |
| HORIZED FOR LOCAL REPRODUCTION  |  |   |  |  |  | O   |  | 1.                                    |  |                                    |                |

This shell is to be used for awards administered by the ONR Regional Offices (Educational or Non-Profit) cost contracts.

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

| ITEM NO.   | SUPPLIES/SERVICES   | TOTAL ESTIMATEI COST |
|------------|---|----------------------|
| 0001       | The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A.           |                      |
| 0002       | Option I  The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C and provide reports and data in accordance with Exhibit A. |                      |
| TOTAL ESTI | MATED CONTRACT CONSIDERATION:   |                      |

Predetermined/Fixed Indirect Cost Rate Agreement dated (insert date) between the Federal Government and (insert name of school), is hereby incorporated by reference.

# SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- I. The research effort to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
- 2. The Contractor shall conduct the research effort under CLIN 0001 in accordance with Attachment Number 1, entitled "Statement of Work for Base Period".
- 3. If Option I is exercised, the Contractor shall conduct the research effort under CLIN 0002 in accordance with Attachment Number 2, entitled "Statement of Work for Option".

#### SECTION D - PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

#### SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

#### SECTION F - DELIVERIES OR PERFORMANCE

- The research effort performed under CLIN 0001 shall be conducted from date of contract award through months.
- If Option I is exercised, the research effort performed under CLIN 0002 shall be conducted during the period from the effective date of the option through months.
- 3. Distribution, consignment and marking instructions for all reports and data shall be F.O.B. Destination in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Program Officer
Office of Naval Research
875 North Randolph St
Attn: Code

Arlington, VA 22203-1995 Ref: Contract N00014-

#### SECTION G - CONTRACT ADMINISTRATION DATA

#### 1. Invoices

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <a href="http://www.ccr.gov">http://www.ccr.gov</a> The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. To facilitate this effort for Universities and Nonprofit Organizations with awards administered by the Office of Naval Research (ONR) Regional Offices, DoD has established the ONR Electronic Payment System (PayWeb)

(https://services2.onr.navy.mil/http/sysm.onr.navy.mil:7777/payweb/PayWeb.jsp) as an initial entry point to WAWF. The Awardee shall submit an electronic request for payment to the ACO, as shown in the Administered By block on page one of the award document, using the standard PayWeb processes.

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR Electronic Business (EB) Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in the WAWF (<a href="https://wawf.eb.mil">https://wawf.eb.mil</a>) and follow the instructions for a

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group administrator. The ONR Regional Offices will assist in this process. The ONR Regional Office listed as the Administered By office on page one of the award document. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF.

If the Awardee <u>does not</u> participate in the PayWeb system, the Awardee shall submit requests for payments as directed by the Administrative Contracting Office (ACO), as shown in the Administered By block on page one of the award document.

# 2. Payment Instructions for CLINs with Multiple ACRNs/Lines of Accounting

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3 character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office listed on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<a href="https://myinvoice.csd.disa.mil">https://myinvoice.csd.disa.mil</a>).

# 3. Payment Instructions for Multiple Accounting Classification Citations

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

| Select Appropriate Instructions for This Contract | DFARS PGI Reference  | Indicate<br>applicable<br>CLIN(s) or<br>SLIN(s). | Instruction for Use  |
|---|--|--|--|
|   | 252.204-0001 Line Item<br>Specific: Single Funding<br>(SEP 2009)           |  | If there is only one source of funding for the contract line item (i.e., one ACRN)   |
|   | 252.204-0002 Line Item<br>Specific: Sequential<br>ACRN Order (SEP<br>2009) |  | If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs),and the contracting officer intends funds to be liquidated in ACRN order |

|             | 252.204-0003 Line Item<br>Specific: Contracting<br>Officer Specified ACRN<br>Order (SEP 2009) |                | If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction |
|-------------|---|----------------|---|
|             | 252.204-0004 Line Item<br>Specific: by Fiscal Year<br>(SEP 2009)                              |                | If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first  |
|             | 252.204-0005 Line Item<br>Specific: by<br>Cancellation Date (SEP<br>2009)                     |                | If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first.   |
|             | 252.204-0006 Line Item<br>Specific: Proration (SEP<br>2009)                                   |                | If there is more than one ACRN within a contract line item, (i.e. informational subline items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN.             |
| If Line Ite | m Specific funding is not app<br>contract v   | propriate, the | Contracting officer may ask of  |
|             | 252.204-0007 Contract-<br>wide: Sequential ACRN<br>Order (SEP 2009)                           | N/A            | If the contracting officer intends the funds to be liquidated in sequential ACRN order  |
|             | 252.204-0008 Contract-<br>wide: Contracting<br>Officer Specified ACRN<br>Order (SEP 2009)     | N/A            | If the contracting officer intends the funds<br>to be liquidated in a specified ACRN<br>order   |
|             | 252.204-0009 Contract-<br>wide: by Fiscal Year<br>(SEP 2009)                                  | N/A            | If the contracting officer intends the funds to be liquidated in fiscal year order  |
|             | 252.204-0010 Contract-<br>wide: by Cancellation<br>Date ACRN Order (SEP<br>2009)              | N/A            | If the contracting officer intends the funds to be liquidated by cancellation date.   |

| 252.204-0011 Contract-<br>wide: Proration (SEP<br>2009) | N/A | If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN  |
|---|-----|---|
| 252.204-0012 Contract-<br>wide: Other (SEP 2009)        | N/A | If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office. |

#### 4. Method of Payment

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

a. Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

#### 5. Allotment of Funds

- (a) It is hereby understood and agreed that this contract will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$.
- (b) It is hereby understood and agreed that CLIN 0001 will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$. The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$; including an estimated cost of \$ and a fixed fee of \$ It is estimated that the amount allotted of \$ will cover the period from date of award through

The following paragraph should be added as many times as necessary when there are multiple funded CLINs.

(c) It is hereby understood and agreed that CLIN will not exceed a total amount of \$; including an estimated cost of \$ and a fixed fee of \$. The total amount presently available for payment and allotted to CLIN of this contract is \$; including an estimated cost of \$ and a fixed fee of \$. It is estimated that the amount allotted of \$ will cover the period from date of award through

#### 6. Procuring Office Representatives

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator - , ONR , ( ) - , DSN 426- , E-Mail Address @navy.mil

Inspection and Acceptance – , ONR ,( ) - , DSN 426- , E-Mail Address @navy.mil

Security Matters - Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177, diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, john.forrest@navy.mil

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

#### 7. Type of Contract

This is a cost-reimbursement contract.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### ONR 5252,235-9714 REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <a href="http://www.niso.org/standards/index.html">http://www.niso.org/standards/index.html</a>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

#### Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer.

#### ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

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- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:
  - Assign additional work under the contract;
  - (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract.
- (c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.
- (d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

#### ONR 5252.237-9705 **KEY PERSONNEL (DEC 88)**

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least <u>thirty (30)</u> days in advance <u>forty-five</u> (45) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

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| The following are identified as key per   | <del></del>  |
|---|--|
| Labor Category  | First/M/Last Name  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| CTION J - LIST OF ATTACHMENTS  Exhibit A, entitled "Contract Data Boom  |  |
| Attachment Number (1) entitled "Finance   | nirements List" with Instructions for Distribution."   |
| Attachment Number (1), entitled, "Finan   |  |
| Attachment Number (2), SF Form 298 er   | ntifled, "Report Documentation Page"   |
| CTION K - REPRESENTATIONS, CERTIFERORS  | IFICATIONS AND OTHER STATEMENTS OF   |
| ne Contractor's ORCA validation dated from:<br>ract by reference. The ONR Contract Specifications in the contract of the contract | to: is hereby incorporated into this compared into this ic Representations and Certifications, dated and are the compared into this compared in the compared |

#### SECTION I - CONTRACT CLAUSES (August 18, 2011)

Cost-Reimbursement (Educational Institutions under A-21)

\* Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <a href="http://www.onr.navy.mil">http://www.onr.navy.mil</a>; click on <a href="http://www.onr.navy.mil">Contracts & Grants</a>; and then click on <a href="http://www.onr.navy.mil">Model Awards</a>. Finally click on <a href="http://www.onr.navy.mil">Flow Down Clauses for Educational Institutions</a>.

## (A) FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

All of the FAR and DFARS clauses listed below are either required by regulation or are required when the circumstances of the contract warrant that they apply. The full text of a clause may be accessed electronically at this address:

http://www.arnet.gov/far/ http://farsite.hill.af.mil/farsite\_script.html

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

\* Applies when contract action exceeds \$3,000

\*\*\* Applies when contract action exceeds \$15,000

\*\*\* Applies when contract action exceeds \$25,000

+ Applies when contract action exceeds \$30,000

++ Applies when contract action exceeds \$100,000

Applies when contract action exceeds \$150,000

Applies when contract action exceeds \$500,000

Applies when contract action exceeds \$650,000 and subcontracting possibilities exist. Small Business Exempt.

# Applies when contract action exceeds \$700,000

Applies when contract action exceeds \$1,000,000

# I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

| +++ FAR 52.203-3 | Definitions (JUL 2004) Gratuities (APR 1984)  |
|------------------|---|
|                  | Covenant Against Contingent Fees (APR 1984)  Restrictions on Subcontractor Sales to the Government (SEP 2006) |

| +++ FAR 52.203-7  | Anti Violata I D  |
|-------------------|---|
| +++ FAR 52.203-8  | Anti-Kickback Procedures (OCT 2010)                                 |
| 11110 32.203-6    | Cancellation, Rescission, and Recovery of Funds for Illegal or      |
| +++ FAR 52.203-10 | 1 Improper Activity (14 N (407)                                     |
| +++ FAR 52.203-12 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) |
| F FAR 32.203-12   | Emittation on Layinghis to infillence Certain Federal Transport     |
| ++ 1 FAD 50 001 1 | (OC1 2010)  |
| +++ FAR 52.204-4  | Printed or Copied Double-Sided on Recycled Paper (AUG 2000)         |
| FAR 52.204-7      | Central Contractor Registration (APR 2008)                          |
| FAR 52.204-8      | Annual Representations and Certifications (MAY 2011)                |
| + FAR 52.209-6    | Frotecting the Government's Interest When Subcontracting with       |
|                   | Contractors Debarred, Suspended, or Proposed for Debarment (DEC     |
|                   | (2010)  |
| FAR 52.211-15     | Defense Priority and Allocation Requirements (APR 2008)             |
| +++ FAR 52.215-2  | Audit and Records – Negotiation (OCT 2010) and Alternate II (APR    |
|                   | 1998)   |
| FAR 52.215-8      | Order of Precedence - Uniform Contract Format (OCT 1997)            |
| # FAR 52.215-10   | Price Reduction for the Defection Contract Format (OCT 1997)        |
|                   | Price Reduction for the Defective Cost or Pricing Data (AUG 2011)   |
|                   | 1 1 Providing of this Clause have been waited for a control of      |
|                   | organizations including educational institutions on acet            |
|                   | Termodisement no ree contracts IAW DFARC 215 402 17-17-17           |
| # FAR 52.215-12   | The clause is applicable to many cubcontracts are agon one.         |
|                   | Subcontractor Cost or Pricing Data (OCT 2010) (Applicable 4)        |
| +++ FAR 52.215-14 |   |
|                   | Integrity of Unit Prices (OCT 2010) and Alternate I (OCT 1997)      |
|                   | A thornate I is applicable if the action is contracted under Out    |
| # FAR 52.215-15   | True i di did Open Compenion)                                       |
| # FAR 52.215-18   | Pension Adjustments and Asset Reversions (OCT 2004)                 |
|                   | Reversion of Adjustment of Plans for Postretirement Dane for (DDD)  |
| FAR 52.215-19     |   |
| 11110 32,213-19   | Notification of Ownership Changes (OCT 1997) (Applicable when       |
| FAR 52.215-20     | Color of Arronia Data is ichimperi                                  |
| 1 AK 32.213-20    | Requirements for Cost or Pricing Data or Information Other Than     |
| FAR 52.215-21     | - Oost of Thomg Data (OCT 2010) (Applicable to collected:           |
| TAR 32.213-21     | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -                             |
|                   | Cost of Thems Data Modifications (OCT 2010) (Applications)          |
| ++ FAD 52 215 02  |   |
| ++ FAR 52.215-23  | Limitations on Pass-Through Charges (OCT 2009)                      |
| FAR 52.216-7      | Allowable Cost and Payment (IIIN 2011) (In paragraph (-) 11         |
| EAD COCICO        | - the words Subpart 31.2" and substitute "Subpart 31.3"             |
| FAR 52.216-8      | Fixed Fee (JUN 2011)  |
| FAR 52.216-11     | Cost Contract - No Fee (APR 1984) and Alternate L(APR 1984)         |
| FAR 52.216-15     | Tredetermined indirect Cost Rates (APR 1008)                        |
| FAR 52.219-1      | Small Business Program Representation(APR 2011) and Alternate I     |
|                   | (APR 2011) and Alternate I  |
| FAR 52.219-4      | Notice of Price Evaluation Preference for HUBzone Small Business    |
|                   | Concerns (JAN 2011)   |
| ++ FAR 52.219-8   | Utilization of Small Business Concerns (JAN 2011)                   |
|                   |   |
| FAR 52.219-28     | Post-Award Small Business Program Representation (APR 2009)         |

| +++ FAR 52.222-2                  | Payment for Overtime Premiums (JUL 1990) (Note: The word   |
|-----------------------------------|--|
| * FAR 52.222-3                    | zero is inserted in the blank snace indicated by an act.   |
| FAR 32.222-3                      | Convict Labor (JUN 2003) (Reserved when EAD 52 222 20 by 11  |
| EAD 52 222 21                     | Truthy I dolle Collifacts Act is applicable)   |
| FAR 52.222-21                     | Prohibition of Segregated Facilities (FEB 1999)  |
| FAR 52.222-26<br>++ FAR 52.222-35 | Equal Opportunity (MAR 2007)   |
|                                   | Equal Opportunity for Veterans (SEP 2010)  |
| +++ FAR 52.222-36                 | Aftirmative Action for Workers with Disabilities (OCT 2010)  |
| ++ FAR 52.222-37                  | Employment Reports on Veterans (SEP 2010)  |
| FAR 52.222-50                     | Combating Trafficking in Persons (FEB 2009)(DEVIATION)(As  |
|                                   | modified by DoN Class Deviation CL-07-N-901 dated 24 JAN   |
|                                   | 2007) 2007-N-901 dated 24 JAN  |
| +++ FAR 52.222-54                 | Employment Eligibility Verification (JAN 2009) (Does not apply   |
|                                   | when work is performed outside the United States and Period of   |
|                                   | performance is less than 120 days)   |
| FAR 52.223-18                     | Contractor Policy to Ban Text Messaging While Driving (AUG   |
| <del></del>                       | 2011)  |
| FAR 52.225-13                     | Restrictions on Certain Foreign Purchases(JUN 2008)  |
| +++ FAR 52.227-1                  | Authorization and Consent (DEC 2007) Alternate I (APR 1984)  |
| +++ FAR 52.227-2                  | Notice and Assistance Pograding Detection 1 (APR 1984)   |
| <del></del>                       | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)   |
| FAR 52.228-7                      | Insurance Liability to Third Persons (MAR 1996) (Further to  |
|                                   | paragraph (a)(3) unless otherwise state 1 in the state of |
|                                   | paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)  |
| FAR 52.232-23                     | Assignment of Claims (JAN 1986) and Alternate I (APR 1984)   |
| F AR 52.232-25                    | Prompt Payment (OCT 2008) - Late   |
|                                   | Prompt Payment (OCT 2008) and Alternate I (APR 1984) words "the 30 <sup>th</sup> day" are inserted in lieu of "the 7 <sup>th</sup> day" at (a) (5) (i).  [When Alternate Lie applies 11 (2) (5) (ii)]  |
|                                   | [When Alternate I is applicable (a)(5)(i) does do not apply]   |
|                                   | [Alternate I applies when awarding a cost reimbursement  |
| <del></del>                       | contract for services  |
| FAR 52.232-33                     | Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2002)  |
|                                   | Registration (OCT 2003)  |
| FAR 52.233-1                      | Disputes (JULY 2002)   |
| FAR 52.233-3                      | Protest After Award (AUC 1006)   |
| FAR 52.242-1                      | Protest After Award (AUG 1996) and Alternate I (JUN 1985)  |
| FAR 52.242-3                      | Notice of Intent to Disallow Costs (APR 1984)  |
| FAR 52.242-4                      | Penalties for Unallowable Costs (MAY 2001)   |
| ++ FAR 52.242-13                  | Certification of Final Indirect Costs (JAN 1997) Bankruptcy (JUL 1995)   |
| FAR 52.242-15                     | Stop Work Oct. (ALIC 1995)   |
| ++ FAR 52.244-2                   | Subcontracts (OCT 2012) and Alternate I (APR 1984)   |
| ++ FAR 52.244-5                   | Subcontracts (OCI 2010)  |
| FAR 52.244-6                      | Competition in Subcontracting (DEC 1996)   |
| FAR 52.245-1                      | Subcontracts for Commercial Items (DEC 2010)   |
| FAR 52.245-9                      | Government Property (AUG 2010) and Alternate II (AUG 2010)   |
| FAR 52.251-1                      | Uses and Charges (AUG 2010)  |
| FAR 52.252-6                      | Government Supply Sources (AUG 2010)   |
| FAR 52.253-1                      | Authorized Deviations in Clauses (APR 1984)  |
| 1711 34.433-1                     | Computer Generated Forms (JAN 1991)  |

•

# II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2)

| DFARS 252.203-7000                      | The first the state of the stat |
|---|--|
| +++ DFARS 252.203-7001                  | 1 2007)  |
| <u> </u>                                | Related Felonies (DEC 2008)  |
| DFARS 252.203-7002                      | Requirement to Inform Employees of Whitelell   |
| DFARS 252.204-7003                      | Control of Government Work Product (APR 1992)  |
| DFARS 252.204-7004                      |  |
| DFARS 252.204-7007                      |  |
| DFARS 252.204-7008                      |  |
| DFARS 252.204-7010                      |  |
| ======================================= | Requirement for Contractor to Notify DoD if the Contractor's Activities  |
|   | Tare Subject to Reporting Under the 11 S. International Atomic E   |
| +++ DFARS 252.209-7001                  | 1 - Geney Additional Ptotocol (TAN 7000)   |
| 217110 252.209-7001                     | Disclosure of Ownership of Control by the Government of a Terrorist  |
| +++ DFARS 252.209-7004                  | 1 Country (JAIN 2009)  |
| D17110 252.209-7004                     |  |
| DFARS 252.209-7005                      | 1 Soverment of a Terrorist Country (1) FC 20061  |
| DI ARS 232.209-7003                     | Reserve Officer Training Corps And Military Recruiting On Communication  |
| DFARS 252.211-7003                      | ( 52 LT 2000 )   |
| DI ARG 252.211-7003                     | Item Identification and Valuation (JUN 2011) (Applicable if the contract includes items (1) with a unit of a Carean  |
|   | 1 and the state of the st       |
| DFARS 252.211-7007                      | i corruity managed of controlled inventory)  |
| DI ARS 232.211-7007                     | Reporting of Government - Furnished Equipment in the D. D. L.  |
| DFARS 252 215-7000                      | Longue recitification (IOID) Registry (NOV 2008)   |
|   | Fricing Adjustments (DEC 1991)   |
|   | Restriction on the Use of Mandatory Arbitration Agreement (DDG con-  |
| ++ DFARS 252.225-7012                   | Land to Coldin Domestic Commodifies (IIIN 2010)  |
| DFARS 252.225-7031                      | Secondary Arab Boycott of Israel (IIIN 2005)   |
| DFARS 252.226-7001                      | Utilization of Indian Organizations and Indian Owned France  |
|   | Enterprises, and Ivalive Hawaiian Small Rusiness Conserve (OFF and the   |
|   | Cose in solicitations and contracts for supplies on sometimes.   |
|   | 4000,000 in value.   |
| DFARS 252.227-7013                      | Rights in Technical Data - Noncommercial Items (MAR 2011)  |
| DFARS 252.227-7014                      | Rights In Noncommercial Computer Software and Name in  |
|   | Computer Software Documentation (MAR 2011) and Alternate I (JUN  |
|   | <u> </u>   |
| DFARS 252.227-7016                      | Rights in Bid or Proposal Information (JAN 2011)   |
| DFARS 252.227-7019                      | Validation of Asserted Restrictions – Computer Software (JUN 1995)   |
| DFARS 252.227-7025                      | Limitations on the Use or Disclosure of Government-Furnished   |
|   | Information Marked with Postrictive I and I Off Provided   |
| DFARS 252.227-7027                      | Information Marked with Restrictive Legends (MAR 2011)  Deferred Ordering of Technical Date on Grand Marked With Restrictive Legends (MAR 2011)  |
|   | Deferred Ordering of Technical Data or Computer Software (APR 1988)  Technical Data - With Live - CP   |
|   | Technical Data – Withholding of Payment (MAR 2000)   |
|   | varidation of Restrictive Markings on Technical Data (SER 1000)  |
|   | Supplemental Cost Principles (1) FC 1991)  |
|   | Electronic Submissions of Payment Requests (MAR 2008)  |
|   | Requests for Equitable Adjustment (MAR 1998)   |

| DFARS 252.245-7001   | Tagging, Labeling, and Marking of Government Furnished Property (FEB 2011)   |
|--|--|
| DFARS 252.245-7002<br>DFARS 252.245-7003<br>DFARS 252.246-7000 | Reporting Loss of Government Property (FEB 2011)  Contractor Property Management System Administration (MAN 2014)  |
| DFARS 252.246-7005<br>DFARS 252.246-7006                       | Material Inspection and Receiving Report (MAR 2008)  Notice of Warranty Tracking of Serialized Items (JUN 2011)  Warranty Tracking of Serialized Items (JUN 2011)                      |
| +++ DFARS 252.247-7023   | 1 ransportation of Supplies by Sea (MAY 2002) and Alternate III (MAY 2002)   |
| DFARS 252.247-7024   | Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.) |
| DFARS 252.251-7000   | Ordering from Government Supply Sources (NOV 2004)   |

#### (B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <a href="http://www.arnet.gov/far/">http://www.arnet.gov/far/</a>

|   | FAR 52.203-13  | Contractor Code of Business Ethics and Conduct (APR 2010)  |
|---|----------------|--|
|   |                | (Applicable in solicitations and conduct (APR 2010)  |
|   |                | (Applicable in solicitations and contracts if the value is expected to   |
|   | FAR 52.203-14  | exceed \$5M and the performance period is 120 days or more.)   |
|   |                | Display of Hotline Poster(s) (DEC 2007) (Applicable only when  |
|   |                | The state of the s |
|   | FAR 52.203-15  | volution amount to more than Nation  |
|   | 1 AK 32.203-13 | Whistleblower Protections Under the American Recovery and  |
|   |                | Annicohio Act 01 2009 (JUN 2010) (Annicohio : F. F. J. J.  |
|   | EAD CO CO.     | more of in part with Recovery Act Funds)   |
|   | FAR 52.204-2   | Security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirements (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (Applicable if any transition in the security Requirement (AUG 1996) (AUG 1996 |
|   |                | 1 Bottomic Of Toyulle access to classified information at 1 Dr. 5  |
|   |                | 254, Contract Security Classification Specification, is issued to the  |
|   |                | contractor)  |
|   | FAR 52.204-10  | Reporting Executive Compensation and First-Tier Subcontract  |
|   |                | Awards (IIII 2010) (Applicable in all 11 in al |
|   |                | Awards (JUL 2010) (Applicable in all solicitations and contracts of  |
|   |                | \$25,000 or more. The clause is NOT required in classified   |
| _ |                | solicitations and contracts; or solicitations and contracts with individuals.)   |
|   | FAR 52.204-11  |  |
|   |                | American Recovery and Reinvestment Act – Reporting   |
|   |                | Requirements (JUL 2010) (Applicable if funded in whole are in the  |
|   | FAR 52.209-9   | With Recovery Act Funds1   |
|   | 1 AIX 32.209-9 | Updates of Publicly Available Information Regarding Responsibility   |
|   |                | 1 Tractors (JAN 2011) LUSE INIS Clause in collections and and a  |
|   |                | resultant contract value is expected to exceed \$600.000   |
|   |                | Contracts if WillCli the Offeror checked "bac" in many 1 (1) a.  |
|   | <u> </u>       | provision 52.209-7 "Information Regarding Responsibility Matters   |

|               | (JAN 2011".)   |
|---------------|--|
| FAR 52.210-1  | Market Research (APR 2011) (Applicable in contracts over \$5M for the procurement of items other than commercial items.)   |
| FAR 52.215-17 | Waiver of Facilities Capital Cost of Money (OCT 1997) (Applicable if the Contractor did not propose facilities capital cost of money in the offer)   |
| FAR 52.216-12 | Cost Sharing Contract - No Fee (APR 1984) plus Alternate I (Apr 1984) [If the contracting officer determines that withholding of a portion of allowable costs is not required]   |
| FAR 52.216-15 | cost-reimbursement research and development contract with an educational institution (see 42.705-3(b)) is contemplated and   |
| FAR 52.217-9  | Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a) [insert the period of performance], in second blank of paragraph (a) [insert 1 day], and in paragraph (c), insert [(months)(years)] (Applicable if contract contains line item(s) for  |
| FAR 52.219-3  | option(s)) (Complete the spaces in brackets)  Notice of Total HUBZone Set-Aside (JAN 2011) (Applicable in contracts for acquisitions that are set aside for, or awarded on a sole source basis to, HUBZone small business concerns under 19.1305 or 19.1306.)  |
| FAR 52.219-6  | Notice of Total Small Business Set-Aside (JUN 2003), and Alternate I (OCT 1995) (Applicable in contracts involving total small business set-asides) and Alternate II (MAR 2004)  |
| FAR 52.219-7  | Notice of Partial Small Business Set-Aside (JUN 2003) and Alternate I (OCT 1995) (Applicable in contracts involving the contract involving the contra |
| FAR 52.219-9  | Small Business Subcontracting Plan (JAN 2011)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$650,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set poids an interest.   |
| FAR 52.219-10 | under the 8(a) program or DFARS 252.219-7004 is included.)  Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)  |
| FAR 52.219-16 | solicitations and contracts containing the clause at 52.219-9)(Note:   |
| FAR 52.219-25 | subcontracting plans approved under the test program)  Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Applicable if contract includes FAR 52.219-24)  |
| FAR 52.219-26 | Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$150,000 and when subcontracting possibilities exist. The clause is small business exempt) (In   |

|             |                 | paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)   |
|-------------|-----------------|---|
|             | FAR 52.219-29   | Notice of Total Set Aside C. B.   |
|             |                 | Notice of Total Set-Aside for Economically Disadvantaged Womer  |
|             |                 | 1 Y THY SHAH DUSHESS LELIM/CINED Concerns (ADD AALI)  |
|             |                 | (Applicable in contracts for acquisitions that are get and a contracts for acquisitions that are get a contracts for acquisition of a contract for acquisition of acquisition of a contract for a cont  |
| 1           |                 | occionically disadvantaged women-owned small business company   |
|             | FAR 52.219-30   |   |
| 1           | 1711( 32,219-30 | Notice of Total Set-Aside for Women-Owned Small Business  |
|             |                 | (WOSD) Concerns Eligible Under the Women Owned Co. 11   |
|             |                 | Dusiness Program (APR 2011) (Applicable in continue of  |
|             |                 | acquisitions that are set aside for women-owned small business  |
| <del></del> | FAR 50 000 00   | concerns under 19.1505(c).)   |
|             | FAR 52.222-20   | Walsh Healy Public Contracts Act (OCT 2010) (Applicable 1011  |
|             |                 | contract is for the manufacture or furnishing of materials,   |
|             |                 | Supplies articles or equipment in   |
|             |                 | supplies, articles or equipment in an amount that exceeds or  |
|             | FAR 52.223-5    | _   111111  |
|             | - 111, 52,225-5 | Pollution Prevention and Right-to-Know Information (MAY 2011)   |
|             |                 | The rest of the contract provides for nertormance in whole are the  |
|             | EAD 50 000 6    |   |
|             | FAR 52.223-6    | Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$150,000 or at any value of the state of |
|             |                 | exceeds \$150,000 or at any value when the contract is awarded to an individual)  |
|             |                 | )   |
|             | FAR 52.230-2    | Cost Accounting Standards (OCT 2010) (Applicable when contract  |
|             |                 | amount is over \$650,000, if contractor is subject to full CAS  |
|             |                 | coverage, as set forth in 48 CEP Charter 20 Cart  |
|             |                 | coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a)  (FAR Appendix B)  |
|             | FAR 52.230-3    | Disclosure and Consistency of Cont.   |
|             |                 | Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in practiced and accounting Practices (OCT   |
|             |                 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1   |
|             |                 | 1 Y Y Y Y Y Y Y   |
|             |                 | 1 10 -10 Broth for any circus in like modified (1) A C agreement (1)  |
|             | FAR 52.230-5    |   |
|             | FAR 52.230-6    | Cost Accounting Standards – Educational Institution (OCT 2010)  |
|             | 1111 72.230-0   | 1 Administration of Contract Accounting Standard - (II IN 1991)   |
|             |                 | Applicable if contract is subject to either classe at EAD 52 220 a  |
|             | EAD 60 000 00   |   |
|             | FAR 52.232-20   | Limitation of Cost (APR 1984) (Applicable only when contract  |
|             | DAD TO SEE      | detroit is fully fullued)   |
|             | FAR 52.232-22   | Limitation of Funds (APR 1984) (Applicable only when contract   |
|             |                 | 1 addition to incrementally limited t   |
|             | FAR 52.239-1    | Privacy or Security Safeguardo (ALIC 1000)  |
|             |                 | Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which requires  |
|             |                 |   |
|             |                 | 1 "Third of the former development and the former a  |
|             |                 | by stein of fectius using commercial information technology   |
|             | FAR 52.246-8    | _   or outport services.)   |
|             |                 | Inspection of Research and Development—Cost-Reimbursement.  |
|             |                 | I VIII A AVVIII AUDINCANIE IN CONTRACTO FOR HORDON II I I I I I I   |
|             |                 | 1 The Marian Marian Villian Vi  |
| j           |                 | 1 The way Shot did will 23. Of Tenonic' and this floor wall and the   |
|             |                 | contract is contemplated; unless use of the clause is impractical and   |
| l           |                 | clause FAR 52.246-9 Inspection of Research and Development  |

| İ        |                    | (Short Form)(APR 1984) is considered to be more appropriate)   |
|----------|--------------------|--|
|          | DFARS 252.204-7000 | <u> </u>   |
|          |                    | The service of infolliation [136] and [136] and [136]  |
|          |                    | contracts when the contractor will have access to or generate  |
| <u> </u> |                    | unclassified information that may be sensitive and inappropriate for   |
|          | DFARS 252.204-7005 | release to the public.)(ONR requires 30 days to review information)  |
|          | _                  | O'm' 1 modulon of Security Responsibilities (NOV 2001)   |
|          | DFARS 252.205-7000 | (Applicable if FAR 52.204-2, Security Requirements Applies)  |
|          | 452.205 7000       | 1 TO VISION OF INTO MINISTER TO COOPERATIVE A GROOM OF THE LATE OF THE   |
|          |                    | - 1 *** * 7 \  |
|          |                    | \$1,000,000)   |
|          | DFARS 252.215-7002 | Cost Estimating System requirements (MAY 2011) (Applicable only  |
|          |                    | The posterior actions awarded on the books of continuity   |
|          |                    | T THE VICTOR PROVIDIONS OF THIS I TAILED HOME BOOM THE LOT I   |
|          |                    | T * D * C * C * C * C * C * C * C * C * C  |
|          |                    | I tournoursement no ree contracts IAW/ DEADS of 5 402 17 200   |
|          | DFARS 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) (OCT 2010)  |
|          |                    | (Use this clause in solicitations and contracts that contain the clause  |
|          |                    | FAR 52.219-9, Small Business Subcontracting Plan)  |
|          | DFARS 252.219-7004 | Small Business Subcontracting Plan)  |
|          |                    | Small Business Subcontracting Plan (Test Program) (JAN 2011)(Use in contracts with contractors that I                              |
|          |                    | in contracts with contractors that have comprehensive subcontracting   |
|          |                    | plans approved under the test program described in 219.702, instead  |
|          |                    | of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) FAR 52.219.0 Small Business Subcontracting Plan |
|          |                    | I \ == Overwood A AIN JA AIN MAN SMAIL Displaces College   |
|          |                    | Plan and FAR 52.219-16, Liquidated Damages- Subcontracting Plan)   |
|          | DFARS 252.222-7006 |  |
|          |                    | Restriction on the Use of Mandatory Arbitration Agreements (DEC 2010) (Use in all solicitations and                                |
|          |                    | 2010)(Use in all solicitations and contracts valued in excess of   |
|          |                    | \$1million utilizing funds appropriated or otherwise made available by the FY10/FY11 Defense Appropriations Act)                   |
|          | DFARS 252.223-7004 | Drug-Free Work Force (SEP 1998) (4)  |
|          |                    | Drug-Free Work Force (SEP 1988) (Applicable (a) if contract  |
|          |                    | involves access to classified information; or (b) when the   |
|          | 1                  | Contracting Officer determines that the clause is necessary for reasons of national security or fearth.                            |
|          |                    | or maticital security of the himmore of masters!   |
|          | DFARS 252.223-7006 |  |
|          |                    | Prohibition on Storage and Disposal of Toxic and Hazardous   |
|          |                    | Materials (APR 1993) (Applicable if work requires, may require, or   |
|          | DFARS 252.225-7001 | Partition continuoto Dello III Milite On a Flora motoliation   |
|          |                    | Buy American Act and Balance of Payments Program (JAN 2009)  |
|          | r                  | Cappionolo II the comment inclinded deliverable assembly Apply   |
|          |                    | ording does not apply if an excention to the Dur. American   |
|          |                    | Summed of Layments Frogram is known or if using the classes of   |
|          |                    | <u> </u>   |
|          | ,                  | Qualifying Country Sources as Subcontractors (JUN 2005)  |
|          | ]                  | Applicable when clause at DFARS 252 225-7001 252 227 7021  |
|          |                    |  |
|          |                    | Restriction On Acquisition Of Ball And Roller Bearings (JUN 2011)  |
|          | 1                  | C PP TOWARD II CONTINUE HICHIGES DERIVORADA ANNO 12 - 1  |
|          | _ <u></u> (        | Contracting Officer knows that items being acquired do not contain   |

.

|                    | ball or roller bearings)  |
|--------------------|---|
| DFARS 252.225-7997 | Additional Contractor Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION) (AUG 2010) (Applicable in all new solicitations and resultant contracts performed in Iraq or Afghanistan) |
| DFARS 252.234-7002 | Earned Value Management (MAY 2011) (Applicable in contracts valued at \$20M which EVMS will be applied in accordance with 234.201(1)(iii) and (iv) and instead of FAR 52.234-4, Earned Value Management System)   |
| DFARS 252.235-7004 | Protection of Human Subjects (JUL 2009) (Applicable in solicitations and contracts that include or may include research involving human subjects)   |

# (C) COST REIMBURSEMENT (EDUCATIONAL) RESEARCH AND DEVELOPMENT CLAUSES

The following FAR and DFARS clauses apply to a Cost Reimbursement Research and Development Contract with an Educational Institution under A-21 (No Fee) and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + + - applies to contract actions exceeding \$150,000)

| FAR 52.243-2                      | Changes - Cost Reimbursement (AUG 1987) Alternate V (APR 1984)  |
|-----------------------------------|---|
| FAR 52.246-9<br>+++ FAR 52.246-23 | Inspection of Research and Development (Short Form) (APR 1984) Limitation of Liability (FEB 1997)       |
| FAR 52.249-5                      | Termination for Convenience of the Government (Educational and other Nonprofit Institutions) (SEP 1996) |
| DFARS 252.235-7010                | Acknowledgement of Support and Disclaimer (MAY 1995)  |
| DFARS 252.235-7011                | Final Scientific or Technical Report (NOV 2004)   |
| DFARS 252.242-7006                | Accounting System Administration (MAY 2011)   |

The following FAR and DFARS clauses are for a Cost Reimbursement Research and Development Contract with a Educational Institutions under A-21 (No Fee) and only apply when specifically marked with a check (x):

| FAR 52.227-10      | Filing of Patent Applications -Classified Subject Matter (DEC 2007) (Applicable to solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter and when the contract includes a DD254) |
|--------------------|--|
| FAR 52.227-11      | Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or nonprofit organization)  |
| DFARS 252.227-7038 | Patents – Ownership by the Contractor (Large Business)(DEC   |

| DFARS 252.227-7039  DFARS 252.235-7002  DFARS 252.235-7004 | 2007) (Applicable in contracts for experimental, developmental, or research work if—(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c))  Patents – Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)  Animal Welfare (DEC 1991) (Applicable in contracts awarded in the United States or its outlying areas involving research on live vertebrate animals.)  Protection of Human Subjects (JUL 2009) (Applicable in contracts that includes |
|--|---|
|  | contracts that include or may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b))   |

# (D) COST REIMBURSEMENT (EDUCATIONAL INSTITUTIONS) SERVICE CLAUSES

The following FAR clauses apply to a Cost Reimbursement Service Contract with an Educational Institution under A-21 (No Fee) and are either required by regulation or are required when the circumstances of the contract warrant that they apply. (+ + + - applies to contract actions exceeding \$150,000)

| FAR 52,243-2      | Changes – Cost Reimbursement (AUG 1987) Alternate I (APR 1984)  |
|-------------------|---|
| FAR 52.246-5      | Inspection of Services – Cost Reimbursement (APR 1984)  |
| +++ FAR 52.246-25 | Limitation of Liability – Services (FEB 1997)   |
| FAR 52.249-5      | Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996) |

The following FAR and DFARS clauses are for a Cost Reimbursement Service Contract with a Educational Institutions under A-21 (No Fee) and only apply when specifically marked with a check (x):

| FAR 52.217-8  | Option to Extend Services (NOV 1999) (Applicable when options will be used under a service |
|---------------|--|
| FAR 52.223-10 | Waste Reduction Program (MAY 2011) (Applicable for contract.)                              |
|               | operation of Government-owned or leased facilities)  |

# (E) COST REIMBURSEMENT (EDUCATIONAL INSTITUTIONS) SUPPLY CLAUSES

The following FAR and DFARS clauses apply to a Cost Reimbursement Supply Contract with an Educational Institution under A-21 and are either required by regulation or are required when the

circumstances of the contract warrant that they apply. (+++- applies to contract actions exceeding \$150,000)

| FAR 52.211-5           | Material Requirements (AUG 2000)   |
|------------------------|--|
| FAR 52.243-2           | Changes – Cost Reimbursement (AUG 1987)  |
| FAR 52.246-3           | Inspection of Supplies – Cost Reimbursement (MAY 2001)   |
| +++ FAR 52.246-23      | Limitation of Liability (FEB 1997)   |
| FAR 52.247-1           | Commercial Bill of Lading Notations (APR 1984)   |
| FAR 52.249-5           | Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEP 1996 |
| DFARS 252.217-7026     | Identification of Sources of Supply (NOV 1995)   |
| +++ DFARS 252.225-7013 | Duty Free Entry (DEC 2009)   |

The following FAR and DFARS clauses are for a Cost Reimbursement Supply Contract and only apply when specifically marked with a check (x):

| Contractor Use of Mandatory Sources of Supply or Services(JUL 2004) (Applicable to contract which require a contractor to purchase supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled) |
|---|
|   |

#### (F) CLAUSES IN FULL TEXT

FAR 52.227-7 Patents - Notice of Government License (APR 1984)

#### Patents -- Notice of Government Licensee (Apr 1984)

| C TO THE TAXABLE THE CONCLUDING THE AIR | oyalty applicable to the proposed acquisition because of a license of the patent owner. The patent number is[Contracting[Contracting Officer fill in]. If the offeror is the owner of, or a w: |
|---|--|
| Owner Owner                             |  |

Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of Provision)

#### ENCLOSURE NUMBER 1 CONTRACT DATA REQUIREMENTS LIST INSTRUCTIONS FOR DISTRIBUTION

#### DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

| DODAAD<br>CODE | NUMBER OF COPIES            |  |
|----------------|-----------------------------|--|
|                | UNCLASSIFIED<br>/ UNLIMITED | UNCLASSIFIED/<br>LIMITED AND<br>CLASSIFIED       |
|                | 1                           | 1  |
|                | 11                          | 1  |
| N00173         | 1                           | 1  |
| HJ4701         | I                           | 1  |
|                | N00173                      | DODAAD UNCLASSIFIED / UNLIMITED  1  1  N00173  1 |

<sup>\*</sup> Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

# ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents, please send them in on a disk or sign up for DTIC's web-based document

submission system at <a href="http://www.dtic.mil">http://www.dtic.mil</a>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted.

**NOTE:** DTIC can no longer accept the following file types via <u>email</u>: password protected, zipped or compressed files, file with the extensions: \*.vbs, \*.cmd, \*.exe, \*.bat, \*.com, \*.mp3, \*.eml and \*.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

## DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

|                                     |                | NUMBER OF COPIES           |  |
|-------------------------------------|----------------|----------------------------|--|
| ADDRESSEE                           | DODAAD<br>CODE | UNCLASSIFIED/<br>UNLIMITED | UNCLASSIFIED/<br>LIMITED AND<br>CLASSIFIED |
| Program Officer E-Mail:             | 342PS          | 1                          | 1  |
| Administrative Contracting Officer* | S2404A         | 1                          | 1  |

<sup>\*</sup>Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

#### Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. 1. REPORT DATE (DD-MM-2. REPORT TYPE 3. DATES COVERED (From - To) VVVV 4. TITLE AND SUBTITLE 5a. CONTRACT NUMBER 5b. GRANT NUMBER 5c. PROGRAM ELEMENT 6. AUTHOR(S) NUMBER 5d. PROJECT NUMBER 5e. TASK NUMBER 5f. WORK UNIT NUMBER 7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) 8. PERFORMING ADC ANTO A TIAN DEDADT 9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES) 10. SPONSOR/MONITOR'S ACRONYM(S) 11. SPONSOR/MONITOR'S NUMBER(S) 12. DISTRIBUTION / AVAILABILITY STATEMENT 13. SUPPLEMENTARY NOTES 14. ABSTRACT This report was developed under a SBIR or STTR (Cite the appropriate Program) contract award for Solicitation topic 15. SUBJECT TERMS 6. SECURITY CLASSIFICATION OF: 17. 18. 19a. NAME OF RESPONSIBLE LIMITATION . REPORT NUMBER b. ABSTRACT PERSON c. THIS PAGE 19b. TELEPHONE NUMBER (include area code)

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